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September 26, 2011

**EX PARTE PRESENTATION**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, SW  
Washington, DC 20554

**Re: Ex Parte Presentation in MB Docket No. 10-71**

Dear Ms. Dortch:

Pursuant to Section 1.1206 of the Commission's rules, 47 C.F.R. § 1.1206, DISH Network L.L.C. ("DISH Network") submits this letter summarizing a meeting on Thursday, September 22, 2011 with Bill Lake, Chief of the Media Bureau; Steve Broeckaert; Michelle Carey; Nancy Murphy; and Diana Sokolow. Present at the meeting on behalf of DISH Network was Alison Minea, Corporate Counsel; Brooke Mallette, Corporate Counsel; Melisa Ordoñez, Programming Manager; and Jessica Straus, Manager of Congressional and Government Affairs.

During the meeting, DISH Network urged the Commission to move forward with much-needed updates to the retransmission consent rules as proposed in the March 3, 2011 Notice of Proposed Rulemaking. In particular, DISH Network reiterated its support for updating the definition of what constitutes "good faith" in a retransmission consent dispute and for making specific additions to the list of "per se" violations. *See* Comments of DISH Network L.L.C. at 18-26, MB Docket No. 10-71 (filed May 27, 2011).

DISH Network has a number of high-profile retransmission consent agreements expiring in the next several months, and consumers across the country will face the threat of broadcaster-initiated takedowns even as we strive to get fair deals that keep programming costs low. DISH Network's efforts to obtain must-have network programming for its customers continue to be thwarted by unreasonable and anticompetitive tactics broadcasters use in negotiations. For example, broadcasters often attempt to tie retransmission consent to carriage of unrelated programming, such as multicast feeds or non-broadcast channels. In some instances, a broadcaster seeks a contract extension several months in advance of the deal expiration date, which DISH Network typically declines because it would only delay each side's readiness to negotiate a new deal. If a new retransmission consent deal is not

reached close to the deadline, however, the broadcaster will then refuse to grant a temporary extension to avoid a takedown, claiming that DISH Network previously refused an extension.

Given this increasingly challenging climate, Commission action is needed to more clearly define specific conduct that violates the duty to negotiate in good faith, which should help counter the leverage broadcasters enjoy through their monopoly on network programming in their local markets.

Respectfully submitted,

/s/ Alison A. Minea

Alison A. Minea

cc: Bill Lake  
Steve Broeckaert  
Michelle Carey  
Nancy Murphy  
Diana Sokolow